



Transport Workers Union of America

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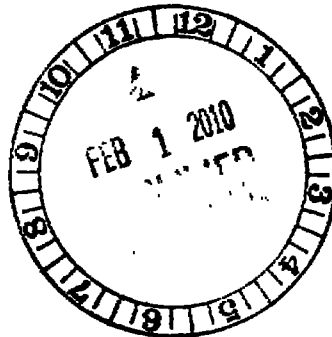
Max Carames
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January 29, 2010

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-000

226377



Re: MC-F-21035, Stagecoach Group plc and Coach USA, Inc, et al
-Acquisition of Control- Twin America

Dear Ms. Brown:

The Transport Workers Union AFL-CIO, Local 225 herein submits its comments concerning the above captioned STB Docket No. MC-F-21035. Enclosed are the original comments plus ten copies. Thank you for your attention to this matter.

Respectfully,

Karen Fleming

President
Transport Workers Union AFL-CIO
Local 225

January 29, 2010

Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-000

Ladies and Gentlemen:

As the new President of Transport Workers Union, Local 225, (TWU) I wish to express my appreciation for allowing the TWU to be heard in the matter of STB Docket MC-F-21035.

We wish to draw your attention to the essence of our arguments against the approval of this Application.

1. The Applicants have cut back services provided to the public since assuming control of the business. This has been accomplished by the actual speeding up of the buses, increasing gap time between buses among other methods.
2. The Applicants have grandfathered existing routes without regard to the political environment of the New York City Council which is likely to pass tour restrictive legislation this year, thereby rendering the possibility of new competitive double-decker businesses in New York less likely, if not impossible.
3. The Applicants professed "synergies and efficiencies" are best explained by the squeezing of our workers pursuant to the 2008 CBA with TWU.
4. The Applicants have not been forthcoming with the STB with regard to the true nature of Touring in New York. The ludicrous comparisons are completely without merit.
5. The Applicants have failed to present an accurate picture of the intertwined corporate entities involved in the Transaction. The Applicants have failed to present cogent explanations as to these corporate relationships and the true intent of the Application. Further, they have offered duplicitous statements as to the extent of their integration.
6. Gray Line New York City Sights are two companies. Proof positive is that Mr. Zev Marmurstein threw lavish staff Holiday parties in the month of January 2010 separately. One for Gray Line. One for City Sights.

Sincerely,


Karen Fleming
President

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB DOCKET NO. MC-F-21035

**STAGECOACH GROUP PLC AND COACH USA, INC., et al.
-ACQUISITION OF CONTROL-TWIN AMERICA, LLC**

**COMMENTS OF
THE TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO, LOCAL 225**

Karen Fleming
President
Transport Workers Union of America
AFL-CIO, Local 225
10 Banta Place, Suite 118
Hackensack, New Jersey 07601

January 29, 2010

The Transport Workers Union AFL-CIO, Local 225 ("TWU") requests that the STB deny the application for control of Twin America, LLC ("Twin America"). It is our understanding that the Surface Transportation Board shall consider these issues:

- The interest of the carrier employees affected by the proposed transaction.
- The total fixed charges that result from the proposed transaction.
- The effect of the proposed transaction on the adequacy of transportation to the public.

TWU believes that the Verified Application, and reply contain factual inaccuracies, contradictions, and misleading statements. Furthermore, TWU notes material omissions rendering the application defective. Most important to the TWU is the deleterious effect that the granting of this application would have on our members. TWU believes that approval of this application would also have a negative impact on the touring public. In addition, we believe that financial issues bearing upon this application require deeper examination in order to obtain clarity.

I. WHO WE ARE

Transport Workers Union, Local 225 represents approximately 400 employees of GL Bus Lines, Inc. Approximately 200 of the Employees are Outdoor Sales Agents ("Ticket Sellers"). Approximately 175 lecturers ("Tour Guides") are Licensed New York City Sightseeing Guides. Thirty members of Local 225 serve the New York University ("NYU") community.

II. WHAT WE DO

- A. Our Tour Guides welcome tourists onto Gray Line vehicles from 7:30 A.M. until after Midnight. Our responsibilities include the safety and comfort of the touring passengers and delivering a fun-filled, fact-filled, live narrative of the sites and interests of New York City. We answer questions, questions, questions and more questions. Most Tour Guides are life-long learners offering expertise in specialized areas of Touring, i.e., NYC theater, NYC architecture, NYC music, NYC Political History etc. Many Tour Guides are bilingual, trilingual and even quadrilingual. Tour Guides are also responsible for controlling the constant ebb and flow of ticketed passengers who are utilizing the hop-on, hop-off feature. There are as many as 24 stops on a single tour.**
- B. Our Ticket Sellers stand every day, all day on the street corners of New York City, selling tickets for Gray Line tour products. These workers are paid on commission. Their locations are supposed to be assigned in seniority order and remain so for the life of the assignment (“bid”). Ticket sellers are also sources of information for the tourists and most are multi-lingual.**
- C. Our NYU drivers function as a private transportation system for the students, staff and faculty of NYU. They drive transit buses, coach buses, cut-aways, trolleys and vans.**

- D. TWU has a contract with GL Bus Lines Inc. Neither of these entities, nor the ratified contract are mentioned in the Verified Statement. (See Exhibit 1)

III. BACKGROUND

- A. Gray Line is a worldwide franchised, trademarked, entity, headquartered in Denver, Colorado. Gray Line has toured New York since the 1920's. During this time it has had many owners delivering many types of tour services, always operating under the Blue Diamond logo. TWU has represented the workers of Gray Line in New York City since 1938.
- B. On March 31, 2009, the President of Gray Line NY Sightseeing, Tom Lewis, issued a memorandum to the workers. The memo stated that the company would now be part of a "Joint Venture" to be called Twin America LLC. Further, Mr. Lewis stated that the workers would "continue to work for Gray Line." Further he stated that the "current management team will remain in place," and, that we "will continue to function under the Gray Line emblem." In addition Mr. Lewis stated, specifically to union employees that "all aspects of your employment will be governed by the appropriate collective bargaining agreement. (SEE EXHIBIT #2)
- C. At no time have the words purchase, merger, lease, combine, or integrated ever been used to describe the current situation to the employees. On Page 6 of the Verified Statement of Ross Kinnear, he states, "With the exception of the bargaining units, Twin America is a fully-integrated joint venture." Twin America maintains two separate fleets of buses. The blue CitySights buses are parked and serviced in

Brooklyn, NY, as they always have been. The red Gray Line buses are parked and serviced in Hoboken, NJ, as they always have been. The exception is the winter months, when the buses are domed and parked in Manhattan because they are then rendered too tall to make it through either tunnel. Mechanics for Gray Line have NOT cross-trained for the City Sights vehicles or vice-versa.

D. Before the announcement of Twin America's creation TWU members received paychecks identifying the account holder as:

Coach USA – Northeast Region
GL Bus Lines, Inc.
49 West 45th Street 5th Floor
New York, NY 10036

(SEE EXHIBIT #3)

Recently, TWU members began receiving paychecks with the account holder identified as:

Twin America
GL Bus Lines, Inc.
49 West 45th Street 5th Floor
New York, NY 10036

(SEE EXHIBIT #4)

The change of account holder on TWU members' paycheck was consistent with an acquisition of GL Bus Lines Inc by Twin America.

IV. OMISSION OF FACT

The Verified Application of the Coach USA Applicants and the City Sights Applicants for control of Twin America fails to state that the City Sights applicants would be gaining control of GL Bus Lines Inc, a motor passenger carrier possessing Motor Carrier Number 180074 and DOT number 514683. Applicants provided this information to the STB on September 14, 2009. (SEE EXHIBIT #5) Approval of Stagecoach's control of GL Bus Lines Inc. was previously approved by the STB in docket number MC-F-20948.

V. CONTRADICTION(S)

A. Page 6 paragraph 2 of the Verified Application states that "IBS operated under the trade name Gray Line New York, providing various transportation and tour services under that trade name." However, on Page 5 of the Applicants Reply to Comments of the New York State Attorney General (the Reply) Applicants state that Gray Line *of* New York was a trade name previously used by IBS, and that Twin America operates under the Gray Line of New York trade name. TWU wishes to point out that within a maze of intertwined corporate entities a simple "of" can be a reference to a completely different corporation. Exhibit 1 of the Verified Statement of Ross Kinnear shows a web page purportedly operated by IBS that uses the trade name Gray Line New York Sightseeing. The web page is part of a web site holding the domain name, newyorksightseeing.com. The brochures currently used by TWU ticket sellers also use the trade name Gray Line New York Sightseeing. (SEE EXHIBIT #6).

B. Applicants have supplied the STB with conflicting information concerning the trade name that IBS was operating under, and that Twin America is operating under. New York State requires that businesses operating in New York using a trade name, fictitious name, or assumed name file a certificate of assumed name with Secretary of State of the State of New York. Supplying the STB with copies of the certificates of assumed name filed by IBS, GL Bus Lines Inc., and Twin America might shed light on these contradictions.

VI. INCONSISTENCIES

A. Applicants state on Page 6 of the Verified Application that the services previously provided by IBS, "...are now provided through Twin America using double-decker buses and other vehicles contributed to Twin America by IBS. Furthermore, on page 7 of the Reply, Applicants state that IBS contributed to Twin America a total of 87 vehicles including 59 double-decker buses. TWU notes that the double-decker buses contributed to Twin America are identified as:

OWNED: INTERNATIONAL BUS SERVICES, INC.
OPERATED: GRAYLINE NY TOUR, INC.
USDOT: 203061

(SEE EXHIBIT #7)

If IBS actually contributed the double-decker buses to Twin America then why are they still identified as being owned by IBS? Why do they still carry the USDOT number reserved for IBS?

One possible explanation may be ascertained from a lease agreement covering 83 commercial vehicles between IBS and/or Gray Line New York Tours, Inc. and Twin America dated March 30, 2009. (See Exhibit #8) The agreement states that the lessor, IBS, d/b/a "Gray Line New York" is the owner or lessee of double-decker and other buses, "used in providing sightseeing services in New York, New York." This contradicts the Verified Statement of Ross Kinnear that states that these buses were used in interstate service. Curiously, Ross Kinnear is a signatory to this lease. The agreement further states that the buses "will be providing sightseeing services using buses within New York City subject to the jurisdiction and regulation of the City of New York Department of Consumer Affairs." This ALSO contradicts the Verified Statement by Ross Kinnear that these buses will be used for interstate services by Twin America.

- B. At NO TIME and under NO CIRCUMSTANCES do Gray Line NY double-decker buses carry passengers across state lines. In fact, carrying a passenger through either the Lincoln Tunnel or the Holland Tunnel to the Hoboken, New Jersey garage is grounds for immediate dismissal, as well it should be, as the tunnels offer only about 1 foot of clearance.
- C. The applicants have stated in a footnote on Page 6 of the Verified Application that "Twin America licenses certain intellectual property from Gray Line New York Tours, Inc. another Coach USA controlled entity," Gray Line New York Tours, Inc. is similar to Grayline NY Tour Inc., the identified operator of the IBS double-decker buses, but not exactly the same. A search of the database of the New York State Department of State Division of Corporations does not return a match for "GRAYLINE NY TOUR, INC". TWU would like to be clear about who is the

operator of the double-decker buses identified as owned by IBS. What is Grayline NY Tours?
(SEE EXHIBIT #9)

- D. Page 7, paragraph C of the Verified Application states:“ Twin America conducts tourism transportation operations in New York City using double-decker buses, among other vehicles, provided by its members and drivers employed by its members to operate the buses.” The double-deckers have earlier been described as “contributed” by IBS to Twin America, are now described as “provided”. The distinction between contributed and provided bears clarification in this case.
- E. In the Stagecoach Group press release dated March 18, 2009 announcing the formation of Twin America, Stagecoach stated that it had contributed assets valued at \$22.5 million to the joint venture. (SEE EXHIBIT #10). If Stagecoach had not transferred fifty double-decker buses to Twin America, what other assets valued at \$22.5 million were transferred?
- F. Drivers are mentioned in the Verified Application and Reply as conducting Twin America’s operations, but no mention is made whatsoever of the hundreds of Tour Guides and Ticket Sellers. Neither is mention made of the customer service reps, street dispatchers, mechanics, nor maintenance staff. Employees would like to know for whom they work.
- G. On Page 7 of the Verified Application the applicants state that, “Twin America regularly transports passengers from hotels in New Jersey to New York City”, and, “conducts occasional

interstate charter operations". Twin America provided no evidence in the Verified Application of these services. Twin America did not state with whose vehicles, and with whose employees, these services are provided. TWU notes that its members, working under a separate contract with Short Line, operate the run to Woodbury Commons that Twin America claims to be theirs.

- H. On page 8 of the Verified Application applicants refer to a web site operated by Peter Pan that sells Twin America transportation. The web site shows a picture of a blue bus with City Sights NY trade name visible. Confusing the issue is that on page 5 of the Reply applicants state that Twin America is using the trade name CitySights, not City Sights NY. TWU notes that the upper deck buses purportedly contributed to Twin America are identified as:

OPERATED: UNITED BUS LLC
US DOT 1306497
ICCMC 506679

(SEE EXHIBIT # 11)

- I. On page 9 of the Verified Application applicants state that IBS and City Sights Twin manage Twin America operations from offices in New York and Coach America offices in Paramus, New Jersey. Coach America is not listed as an applicant in this proceeding.
- J. On page 6 of the Reply applicants state that Twin America essentially merged the "assets and operations of the Gray Line and CitySights businesses." Are the applicants referring to Gray Line New York Tours, Inc, or GL Bus Lines Inc, or IBS when they refer to Gray Line? Are the

applicants referring to City Sights, LLC, or City Sights Twin, LLC, or United Bus LLC when they refer to CitySights?

At the bottom of page 6 of the reply applicants attempt to elucidate.

“Gray Line New York Tours, Inc (GLNY) (MC-180229) and Gray Line Air Shuttle, Inc. (“GL Air”) (MC-218255)...both are predecessors to the IBS operations previously conducted under the Gray Line New York trade name.” It is still unclear if any of the services of IBS actually are conducted under the Gray Line New York trade name.

- K. On page 8 of the Reply states “those motor tour operations were conducted by IBS (using the Gray Line trade name) in interstate commerce” What motor tour operations applicants refer to here is unclear. What the “Gray Line” trade name refers to is unclear.

Applicants further state that IBS used traditional motor coaches in interstate business. The coaches that applicants refer to are used in sightseeing operations in NYC during inclement weather, to regularly operate the Manhattan Comprehensive Tour, Multi-lingual tours, and the Brooklyn Tour.

- L. On page 8 of the Reply, CitySights Twin, LLC is now identified as a member of Twin America even though in paragraph B of page 7 of the Verified application the member is identified as City Sights Twin. Normally, the subtlety between City Sights Twin and CitySights Twin, LLC would not stand out. However, the entity registered with the New York State Department of State closest to the identified member of Twin America is City Sights Twin, LLC., not CitySights

Twin, LLC. The New York Department of State also lists City Sights Bus, Inc., and City Sights MM, LLC. The entities all have the same address of process as City Sights Twin, LLC .

Meanwhile, The New York State Department of State also lists Citysights Daily, LLC, Citysights LLC, Citysights New York, LLC, and Citysights Park LLC. Each of these entities accept service at an address identical to the address for United Bus, LLC, reported to the FMCSA.P

It is blatantly clear that the Applicants have made no serious attempt at clarity.

- M. Applicants state that the merger will increase service to the public. In fact, Twin America has cancelled the Staten Island Tour, the Heritage Tour, the Cloisters Tour, the Dinner Tour, and the Showbiz Tour. Twin America is not providing more service to the public; Twin America is providing less service to the public, and therefore undermining the public interest.
- N. When Citysights, LLC, began operations, IBS was operated late into the night to match Citysights, LLC 's competitive late night service. Night tours leaving from new locations were added to compete with the Citysights, LLC presence. Since the merger, and the end of competition, IBS buses end their service earlier in the evening from fewer locations.
- O. Applicants assert on page 36 of the Reply that according to Mr. Willig's expert economic testimony, "the very reason for the Transaction is to maintain and increase the level and quality of motor carrier tourism transportation services". Since the transaction, the number of IBS buses

operated by Twin America has been reduced. Applicants should have supplied records comparing the level and frequency of service provided by IBS and City Sights, LLC before the transaction to the level and frequency of service provided to customers after the transaction.

Since applicants failed to submit these documents, TWU will now provide them to the STB (SEE EXHIBIT 12.) IBS manpower assignments for the spring of 2008 and 2009 reflect a dramatic decrease in service to the public. The 2009 Spring Bid was instituted five days after the formation of Twin America. Gray Line operated 22% fewer buses in the spring of 2009 than in the spring of 2008. CitySights buses operate on different routes, utilizing different stops on different blocks, and therefore did not cover the loss of service. IBS was able to deploy buses to Chicago by reducing its level of service in New York City. Exhibit 12 also shows that the frequency of IBS buses on its Uptown and Downtown routes was reduced from once every 15 minutes to once every 20 minutes during periods of peak demands.

- P. Applicants claim that Twin America maintains two separate brands: in fact, they are two separate companies. The two companies operate red double-decker buses still identified as owned by IBS, and the upper deck blue buses owned by United Bus, LLC. The United Bus, LLC blue buses do not have two decks, they have one upper deck. Although both the red and blue buses stop in the vicinity of the same tourist attractions in many places, they do not share the same bus stops. For example, in major tourist locations like Times Square, the World Trade Center, and the Statue of Liberty Ferry, the two companies utilize different bus stops on different blocks. The two

companies maintain different routes, use different pools of employees who report to different locations, are paid different wage scales, and use different types of buses. They report to different managers, and different supervisors. The two companies' employees are represented by two different unions, even though they have the same work classifications. They have different drug testing policies. They hold separate and unequal Holiday parties. If you are fired by Gray Line, you can be hired by CitySights. The only thing the two companies have in common is that they now charge the same prices.

Q. The red buses and blue buses are parked and maintained in different garages, and lots. The two groups of buses are dispatched by different crews and managed by different managers. The buses are not operated in an interchangeable manner. The parts on a red bus are not interchangeable with the parts of the blue buses. The red buses were manufactured by Alexander Dennis, a company in the United Kingdom controlled by Brian Souter, the chief executive of Stagecoach. Mr. Marmurstein's buses were built by Craftsmen Limousine of Missouri, as stated on page one of his verified statement. The inability of potential competitors to IBS in the New York City tourist market to procure Alexander Dennis buses speaks to Stagecoach's proclivity for counter-competitive practices.

R. On page 39 of the reply, in describing Coach's motivation to form Twin America, applicants state, "operating expenses for the period March 31, 2009 through August 2009 were 7.3 percent lower than they were for Gray Line and City Sights combined during the same months of 2008." Applicants fail to mention that in the autumn of 2008 when, according to Mr. Marmurstein he

had “entered into ‘joint venture’ negotiations with Gray Line”, (SEE MARMURSTEIN Verified Statement Page 5,) GL Bus Lines, Inc. negotiated a new contract with the TWU that cut members’ pay. GL Bus Lines, Inc gave TWU an ultimatum. Accept the rollbacks or strike. TWU employees lost, or saw reduced, bonus hours, lunch breaks, meal allowance, Metrocard allowance, spot times, bathroom breaks, vacation pay, and winter commission guarantees. Although the contract allowed for a small increase in the hourly pay of Tour Guides, what the Tour Guides gave up in the aforementioned items resulted in a considerable reduction in pay. The rollbacks easily account for the 7.3% cost savings Twin America enjoyed in the summer of 2009. A comparison of the salary and benefits of the employees before and after the transaction should be provided to the STB.

- S. TWU Ticket Sellers agreed to a commission freeze just before IBS announced a ticket price increase of 10%. This of course meant that the Ticket Sellers got not one penny added to their commissions even though the company raised its prices. Just before the transaction creating Twin America was finalized Citysights, LLC raised its ticket prices to fall in line with the IBS ticket prices. Customers were paying 10% more for their Twin America bus tickets in the summer of 2009 than they paid for better service in the summer of 2008. This is the effect on the riding public that the creation of Twin America has had. Nowhere in the Verified Application or Reply have applicants informed the STB of the rise in their prices to the same level.
- T. The STB should be aware that most of Twin America’s sales are for the Downtown and All Loops tickets. Although different attractions may be bundled with the core Downtown Bus

Ticket, or All Loops ticket, to make it appear that are many different ticket offerings at different prices, the crux of the business is selling the Downtown Loop, and the All Loops. Both Twin America “brands” now have exactly the same price for both.

VII. COMPETITION

- A. TWU maintains that the relevant market with respect to this application is unique. The double-decker and upper deck service offered by Twin America, LLC in conjunction with the location of its bus stops, and the hop-on hop-off feature good for multiple days makes the Twin America offering vastly different from any of the “competitors” claimed by the applicants.**

- B. On page 11 of the Verified Application, applicants claim that Twin America is in competition with Big Taxi Tours, OnBoard New York Tours, Gordon’s Guide Tours, the Party Ride, and My New York Party Bus.com. Applicants further claim competition from walking tours, boat tours, bicycle tours, horse and carriage tours, helicopter tours, Segway tours, and other tourist opportunities in New York.**
 - 1. NYSAG conclusion that Big Taxi Tours has 11% of the double-decker tour market is far too generous. Twin America operates over 120 double-decker and upper-deck buses. Big Taxi has four extremely old double-decker buses. Big Taxi only operates its buses eight hours per day on one downtown route. Big Taxi only operates a night loop**

between May and October. Between January and March Big Taxi barely operates except on an occasional weekend.

2. Twin America boasts that its websites generate 15% of their ticket sales amounting to millions of dollars in revenues per year. The Big Taxi website identifies the company as a “family run business”. The website has had less than 9000 visitors. Big Taxi does not have a live tour guide, but tape recordings. Big Taxi does not have hundreds of ticket sellers. Big Taxi has no ticket sellers positioned on the sidewalk. Big Taxi does not possess the vital bus stops in the busy part of Times Square. It stops north of the busy part of Times Square like OnBoard.
3. OnBoard does not operate with double-decker buses. Unless a person has toured in New York City, it is hard to understand that the view from a double-decker is far more desirable than viewing the city from the eye level of the rest of the traffic. OnBoard mini-buses do not offer a commanding view of the city. OnBoard does not offer hop-on hop-off service over multiple days. OnBoard is a one shot tour proposition. This is opposed to Twin America, who with a large amassed fleet operates a shadow mass transit network geared toward tourists.
4. Applicants cite Gordon’s Guide Tours. Gordon’s offerings for New York State have just one adventure tour to Mirror Lake in the Adirondack Mountains.

5. Walking tours are no more applicable to considering the relative market than saying that passengers can walk between cities if an intercity bus carrier raises its rates. There is no consideration whatsoever for the needs of the disabled in saying that they can always walk, let alone ride a bicycle.
6. Helicopter tours cannot take a passenger to any location that is served by Twin America. Available boat tours only overlap Twin America operations at three bus stops. Applicants are apparently unaware that use of Segways in New York City is illegal. Horse and carriage rides are limited to Central Park, except for very early morning hours after midnight.
7. The Party Bus companies offer what one would expect. Darkened interiors with neon accents, dancing poles, and built in bars. The party bus has more to do with the bachelor party market than the tourist transportation markets. Professor Willig on page 45 of the reply adds that Twin America competes with New York Water Taxi, but does not mention that New York Water Taxi is actually a partner with “Gray Line” in NYC Ducks. The mascot of NYC Ducks, “Captain Henry”, a six-foot tall cartoon duck dresses in a room at 777 8th Avenue where GL Bus Lines Inc tour guides and ticket sellers report for work.

C.

1. Applicants failed to inform the STB of a changing landscape in New York specifically in relation to double-decker bus tours. The New York City Council is considering legislation that, if signed into law could affect the ability of potential double-decker competitors to enter the market. On September 21, 2009 The Governmental Affairs and Human Services Divisions issued a report on the oversight of sight-Seeing buses in New York City. (See Exhibit 13.)
2. Page 3 of Exhibit 13 states that there are a total of 12 licensed sight-seeing companies operating about 250 buses in New York City. Twin America, LLC controls over half of the total tour buses in New York City, 154 buses in total, according to the verified statement of Ross Kinnear (Page 3 Paragraph 4), and all but four of the double-decker buses operate in New York City.
3. The City Council of New York appears to be unaware that Gray Line New York Sightseeing and City Sights NY are actually now one company. (See Page 4 of Exhibit 13) Six months after the creation of Twin America, LLC the City Council had no knowledge of the event. This is significant, because the City Council is informed by the New York City Department of Consumer Affairs ("NYCDCA"). If NYCDCA is unaware of the existence of Twin America, LLC. then it raises questions whether Twin America, LLC is a licensee of the NYCDCA.

4. The City Council is considering Intro 846 (Page 6 of Exhibit 13) a law that would require applicants for a sightseeing-bus license or license renewal to submit plans with proposed routes, days and times for operation of the bus. The community board and council districts that the tour bus passed through would then have input on the tour buses proposed route. The commissioner would be required to consider the impact of the proposed plan on traffic and public safety and the number of buses currently operating along the same route.
5. The City Council is considering Intro 1066 (Page 7 of Exhibit 13) a law that would allow city council members and community boards to have input into the issuance of bus stops to private companies. Taken together it appears that the New York City council is concerned with congestion.
6. Twin America already controls the best bus stops in the city from the standpoint of proximity to the most visited tourist destinations. The advantage that Twin America has over its potential competitors is already established. If these laws are passed by the New York City Council, potential competitors could find themselves shut out of the market. The tourists want to get from Times Square to the Statue of Liberty Ferry, not from Verdi Square to the Weehawken Ferry.
7. In the unique case of the Manhattan double-decker bus business a bus route is indeed not only a market, but a very lucrative market. The consolidated earnings statement

from Stagecoach Group confirms the high profitability of Twin America, especially when taken into account with the return on more traditional intercity bus businesses usually regulated by the STB. For the six months preceding October 31, 2009 Stagecoach's 60% share of Twin America returned an operating profit to Stagecoach Group of US\$12.8 million dollars representing an operating margin of 31.2%. (See Exhibit 14)

H.

1. TWU takes exception with the statements of Ross Kinnear. On page 4 of Mr. Kinnear's Verified statement he refers to a 9.5% reduction in "Gray Lines" revenues compared to the previous year. Mr Kinnear attributes this decline in revenues to weak economic conditions.
2. What Mr Kinnear does not state, Professor Willig does in his Exhibit 10. City Sights, LLC. was increasing its passengers every year since its inception. Even in one of the most adverse economic climates to face New York City in eighty years City Sights, LLC continued to flourish. Assuming an average ticket price of \$40 per ticket City Sights, LLC increased its revenues by 12.5 million dollars while IBS revenues dropped by 7.5 million dollars. City Sights, LLC was taking revenue from IBS because it was a fearsome competitor that at one time offered its services to the public at a cheaper price than IBS. City Sights, LLC was more innovative than IBS. City Sights, LLC, introduced plastic domes that protected customers from harsh winter weather. IBS responded by introducing domes the following year. The customers greatly benefited from the innovation of City Sights, LLC that forced IBS to respond. Since the merger

the domes have become scratched and dirty. Twin America sees no need to maintain them since there is no longer any competition.

I.

1. Of great concern to TWU is the intention of Twin America to cross-ticket as stated in the Verified statements of Zev Marmurstein, Ross Kinnear, and Professor Willig. This plan stabs at the heart of TWU members employed by Twin America. The TWU members work on the red buses identified as owned by IBS or sell tickets for those tours. The employees of Twin America who work on the blue buses operated by United Bus, LLC are members of United Service Workers of America, ("USWA"). The TWU members receive higher compensation than the USWA members. As previously mentioned, the TWU enjoys an exclusive relationship with GL Bus Lines, Inc to represent ticket sellers, tour guides, and drivers. Likewise, the USWU has an exclusive contract with CitySights, LLC to represent their workers. (See Exhibit 15) The City Sights workers contract is with JAD Transportation Inc. What is the relationship of JAD Transportation Inc. to the Transaction?
2. Cross ticketing would mandate TWU tour guides giving tours to passengers who bought their tickets from USWA ticket sellers. Likewise, TWU tour guides would not benefit from gaining work giving tours to passengers that purchased tickets from TWU ticket sellers. If the goal of Twin America is to use their buses interchangeably, and it is less expensive for them to operate blue buses because of the lower labor cost, if USWA labor then it would not be a surprise that Twin America would use more blue buses than red buses. At times when employees are paid to

be present in case customers suddenly show up, TWU tour guides are paid \$17.32 per hour.

USWA members are paid \$10.25 per hour. It is clear which employees Twin America choose to keep on duty, and which employees would that manager send home first. TWU drivers earn \$17.58 an hour; USWA drivers earn \$10.50 an hour.

3. TWU workers have suffered a great loss in hours worked since the creation of Twin America, because Twin America has literally ordered that the buses speed up. This has reduced the quality of the passenger's tours, and created unsafe operating conditions. (See the New York Post article "Terrifying Hell Under Tour Bus". (SEE EXHIBIT #16)

J. ECONOMIC HEALTH

TWU is concerned with the economic health of Twin America. TWU notes, although it had never happened before the Transaction, Twin America bounced paychecks to TWU members. TWU also notes that Twin America has been late forwarding dues collected to TWU.

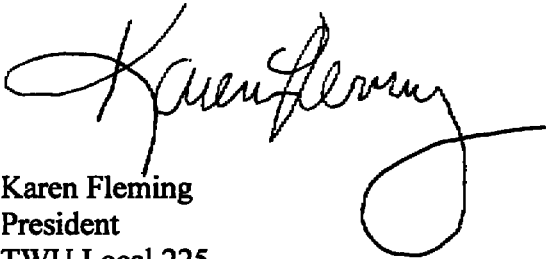
CONCLUSION

The STB should deny this application based upon what TWU members have lost in just the first 10 months of Twin America operations. The intent of Twin America towards TWU members is darkly foreshadowed in Professor Willig's reference to redundant labor resources released to the market to be deployed for more productive uses in the economy. TWU thinks Professor Willig means PEOPLE.

TWU respectfully requests that the STB deny the application based upon the incomplete nature of the application and later submissions. TWU requests that the STB deny the application on account of the inaccuracies in the application, and later submissions. TWU requests that STB deny the application on because it is not in the public interest. Finally, TWU requests that the STB deny the application because it is harmful to the employees.

In the alternative TWU requests that the STB demand applicants to produce documents that supports their claims that the public, and the employees have not been and will not be harmed by the creation of Twin America.

Respectfully Submitted,



Karen Fleming
President
TWU Local 225

CERTIFICATE OF SERVICE

**I certify that I have on this 29th day of January 2010, served a copy of the foregoing
Comment of the Transport Workers Union of America AFL-CIO Local 225
by overnight courier to:**

U.S. Department of Transportation
Office of General Counsel
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Director of Operations
U.S. Department of Justice
Antitrust Division
950 Pennsylvania Ave, NW
Washington, DC 20530

Chief, Lic & Ins Division
U.S. Department of Transportation
Federal Motor Carrier Safety Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590

James Yoon
Assistant Attorney General
Antitrust Bureau
120 Broadway, Suite 26C
New York, NY 10271

David H. Coburn
Linda Stein
Steptoe & Johnson LLP
1330 Connecticut Avenue, NW
Washington, DC 20036

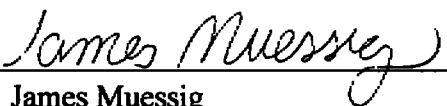

James Muessig
Recording Secretary, TWU 225

EXHIBIT 1

AGREEMENT



1941 – 2011

between

GL BUS LINES, INC.

and

**TRANSPORT WORKERS UNION
OF AMERICA A.F.L.-C.I.O**

and its

LOCAL 225

November 15, 2008

to

November 15, 2011

EXHIBIT 1

THIS AGREEMENT made as of the fifteenth (15th) day of November 2008, by and between GL Bus Line Inc. of 1500 Clinton Street, Hoboken, New Jersey, herein after designated as the Employer, and the Transport Workers Union of America, AFL-CIO and its Local 225, 10 Banta Place, Hackensack, New Jersey, hereinafter designated as the Union.

WITNESSETH

WHEREAS an obligation rests upon the Employer as a common carrier to provide and render honest, courteous and efficient service, and the Union recognizes this obligation and agrees with the Employer in the spirit of cooperation to provide such service as is efficient and pleasing to the traveling public, and both parties agree to conduct themselves with dignity so as to promote such a spirit in order to render such services, and further.

WHEREAS the Union represents and the Employer recognizes that it is the sole collective bargaining agent of all drivers, lecturers, outdoor sales agents, and NYU Drivers in all of the Employer's garages, excluding office clerical help and supervisory employees as defined in the National Labor Relations Act, and that the Union has the exclusive right to engage in collective bargaining and make agreements with the Employer on behalf of said drivers, lecturers, outdoor sales agents, and NYU Drivers covered by this agreement.

Article I

Employees Covered: The employees covered by this agreement shall be all drivers, lecturers, outdoor sales agents, and NYU Drivers in all of the Employer's garages, excluding office clerical help and supervisory employees as defined in the National Labor Relations Act.

Article II

A. Union Shop: All employees covered by this agreement shall, as a condition of employment, become members of the Union within thirty (30) days after the date of execution of this agreement, and

shall thereafter maintain standing; all employee continued employment thirty (30) days after thereafter maintain th standing.

B. Strike - Lockout: D this Contract shall be lockout nor concerted sl

C. Dues Check Off: Th of each and every mont deduct from the wages first week and to whom days thereafter transmi shall, in writing, certifi Check off dues and in assignment by each me Employees not workin made in the first week in

D. Company Prerogati exclusive right to mana assign the time and perf to rules and regulations are not inconsistent with

E. Individual Negotia agreement shall negotia directly with the Comp all grievances and dispu

A. Probation - Tour employees (Tour Guide bationary period of sever of employment, in which carry out the duties ass

EXHIBIT 2

FROM: GRAY LINE EMPLOYEES
TOM LEWIS
SUBJECT: Joint Venture Between Gray Line Sightseeing & City Sights
EFFECTIVE DATE: MARCH 31, 2009

Gray Line Sightseeing is entering into a Joint Venture with City Sights effective March 31, 2009. The Joint Venture will be called Twin America, LLC. We've put together the FAQ of what this means to you as a current employee.

Who is in charge of this Joint Venture? The president of the Joint Venture will be Mark Weintraub. Tom Lewis will be the Senior Vice President of Tourism and Governmental Affairs.

Who do I work for? You will continue to work for Gray Line.

What if I work on the NYU or St John's contract? NYU & St John's employees will not be impacted by the Joint Venture.

Will there be any changes in my reporting structure? The current Gray Line Management Team will remain in place, we do not anticipate changes in our reporting structures.

What will happen to the Gray Line Buses? Gray Line will continue to function under the Gray Line emblem.

NON-UNION EMPLOYEES:

Are my benefits changing? We have verified with Horizon Blue Cross Blue Shield of NJ, Aetna, Inc. (DMO), Delta Dental (Dental PPO), EyeMed Vision Care (Vision) and Hartford (Life & Disability) that we can continue to offer the same level of benefits to our employees with the same out-of-pocket access for the next plan year (through March 31, 2010).

Are my per paycheck contributions changing? As outlined during Open Enrollment, your employee contributions are increasing effective 4/1/09 and will remain in effect for the next 12 months. The change in contributions is unaffected by the Joint Venture.

I recently made some Open Enrollment Changes. What will happen to my new elections? Your new elections have already been sent to the carriers for 4/1/09. They will be honored and are unaffected by the Joint Venture.

What about my 401(k)? As of 3/31/2009 you will no longer be able to contribute to the 401(k) Plan. A solution is being pursued for those individuals with loans.

What about my vesting in the employer match? Employees who are currently unvested will be 100% vested in the employer contributions made to the Plan.

Will the Workers' Compensation coverage change? This coverage, as required by state law, will not change and is unaffected by the Joint Venture.

UNION EMPLOYEES:

All aspects of your employment will be governed by the appropriate collective bargaining agreement.

EXHIBIT 3

CO FILE DEPT CLOCK VGHK NO 062
SCZ 068221 250000 0000280044

Earning

COACH USA - NORTHEAST REGION

Period Ending

GL BUS LINES, INC.

Pay Date	Pay Amount	Pay Type	Pay Status
01/01/2024	1000.00	Salary	PAID
01/15/2024	1000.00	Salary	PAID
02/01/2024	1000.00	Salary	PAID
02/15/2024	1000.00	Salary	PAID
03/01/2024	1000.00	Salary	PAID
03/15/2024	1000.00	Salary	PAID
04/01/2024	1000.00	Salary	PAID
04/15/2024	1000.00	Salary	PAID
05/01/2024	1000.00	Salary	PAID
05/15/2024	1000.00	Salary	PAID
06/01/2024	1000.00	Salary	PAID
06/15/2024	1000.00	Salary	PAID
07/01/2024	1000.00	Salary	PAID
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04/15/2			

49 WEST 45 ST, 5TH FLOOR

NEW YORK, NY-10036

Taxable Marital Status: Single

JAMES

Exemptions/Allowances

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Federat.

APT-1

NY:

NEW YORK

New York Cit

Social Security Number: XXX-XX-XXXX

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— *Journal of the American Medical Association*

186-10

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EXHIBIT 4

CO. FILE DEPT. CLOCK VCHR NO. 062
 SCZ 068224 250000 0000450048

TWIN AMERICA
 GL BUS LINES INC
 49 WEST 45 ST. 5TH FLOOR
 NEW YORK, NY 10036

Taxable Marital Status Single

Exemptions/Allowances

Federal 1

NY 1

New York City 1

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to
Regular	16.9800	6.25	106.13	9.6
Overtime				3.0
Adjustments				5.5

13.1

Tom Lanning, 111 Federal Boulevard, W.F. 3-2993

On 11/11/78, the C-130 was turned, through intermediate subcontractors, to the U.S. Army, which is now the owner. The aircraft is currently being used by the U.S. Army as a transport aircraft. The aircraft is currently being used by the U.S. Army as a transport aircraft.

[illegible]

Community Coach, Inc.

D'Arcangelo Bus Co., Inc.

Elizabeth Bus Company

Eric Coach Lines Company

God-Abound Tours, Inc.

Gilman Bus Company

Olson Bus Company, Inc.
City Line, Inc.

OF BUS LINES, INC.

Gray Line Air Shuttle, Inc.

EXHIBIT 6

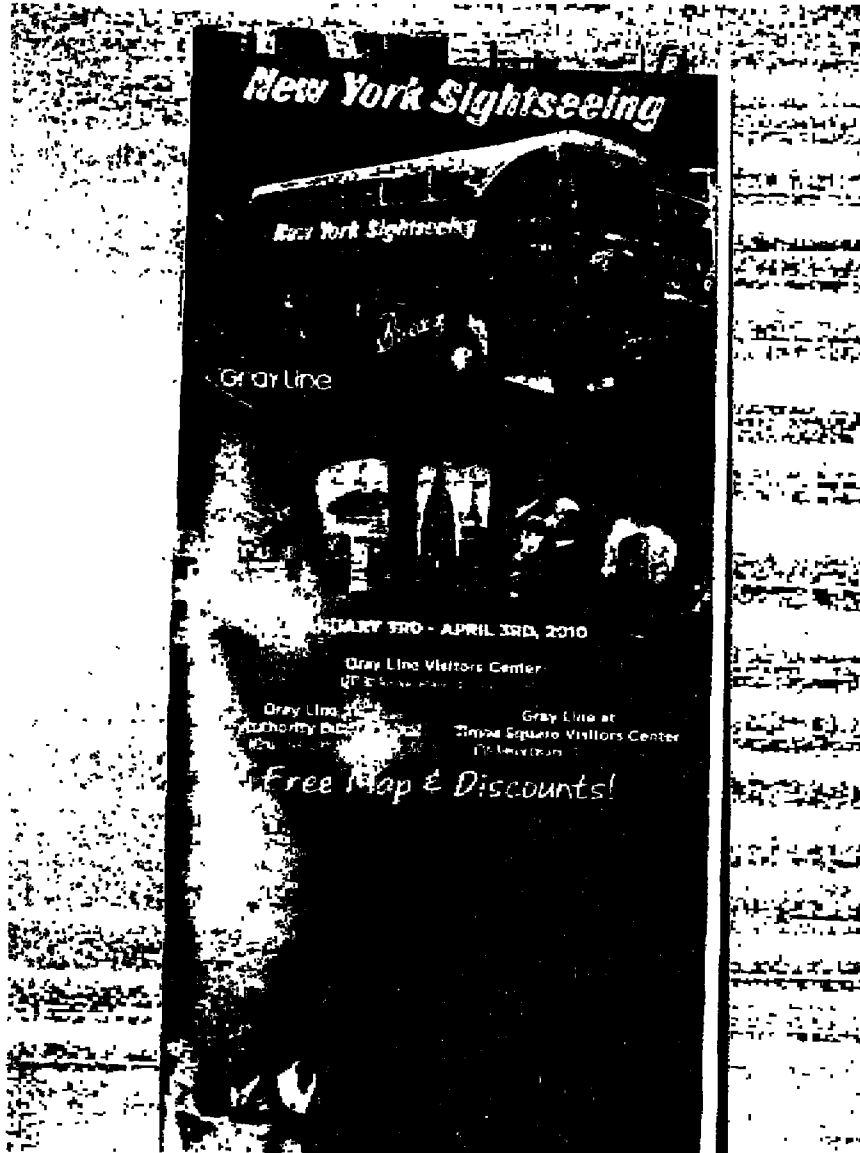


EXHIBIT 7

**THROUGH
LOGY**

OWNED: INTERNATIONAL BUS SERVICES, I

OPERATED: GRAYLINE NY TOUR, INC.

WJG 203061

EXHIBIT 8

LEASE AGREEMENT

James

THIS LEASE AGREEMENT (this "Agreement") made and entered into as of this 30th day of March 2009 by and between International Bus Services, Inc. / Gray Line New York Tours, Inc d/b/a Gray Line New York (IBS), a New York corporation hereafter referred to as "Lessor" and Twin America, LLC (Twin America), a Delaware limited liability company and a joint venture between IBS and City Sights Twin, LLC. hereafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner or lessee of double decker and other buses ("Buses") further identified by make, model and VIN numbers in Exhibit A hereto and used in providing sightseeing services in New York, New York;

WHEREAS, Lessor employs qualified and appropriately licensed commercial motor vehicle drivers to operate the Buses in sightseeing services (the "Drivers") and has agreed to lease the services of those Drivers to Lessee for use in operating the IBS Buses;

WHEREAS, Lessee will be providing sightseeing services using buses within New York City subject to the jurisdiction and regulation of the City of New York Department of Consumer Affairs; and

WHEREAS, Lessee and Lessor have determined that to facilitate the sightseeing services to be provided by Lessee it is warranted that Lessor lease the Buses and the services of the Drivers to Lessee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. **Lease.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees lease from Lessor, the Buses and the services of the Drivers on the terms and conditions set forth here. A receipt in the form set forth in Exhibit B reflecting this Lease shall be placed on each Bus subject to this Lease. The Lease shall be for a term of one year from the date of this Lease Agreement, but shall be subject to termination on thirty days written notice by either party to the other. The Buses shall be placarded as soon as practicable to identify them as being operated by Lessee consistent with any applicable regulatory requirements.

2. **Lease Payments.** In consideration of the leasing of each Bus, Lessee shall pay Lessor lease payments in the amount of \$1 per month.

3. **Operation of Buses.** Lessee shall assume complete responsibility for the operation of each Bus during the duration of this Lease. Lessor shall provide a Driver for each Bus leased hereunder. Nothing herein shall create any type of employment or other contractual relationship between Driver and Lessee. Lessee shall assume no direct responsibility for

EXHIBIT 8

EXHIBIT 8

payment of any wages, employment taxes, workers' compensation payments or any other financial obligations relating to the Driver, provided that Lessee shall reimburse Lessor at cost on a monthly basis for Lessor's costs in paying the wages, taxes and other expenses related to Drivers.

4. **Maintenance; Repair and Operating Expenses.** Responsibility for the repair and maintenance of each Bus and for operating expenses such as fuel, oil, tires, repair parts, tools, equipment, consumables and all other operating expenses necessary for the safe and lawful operation of each Bus shall be the responsibility of Lessee, which shall reimburse Lessor monthly for any costs incurred by Lessor in connection with providing maintenance, repair or other services to the Buses.

5. **Safety Obligations.** Lessee shall be responsible for compliance with all applicable safety obligations imposed by law or regulation, and for all related recordkeeping obligations, including all safety and recordkeeping obligations imposed with respect to vehicle maintenance and driver qualifications.

6. **Insurance.** Insurance in no less than any amount required by law for the operation of any Bus subject to this Lease shall be maintained by Lessee.

7. **Indemnification.** Lessee shall indemnify Lessor in full for any liability, loss, damage, claim, cost and expense, including reasonable attorneys' fees and expenses, incurred as a result of or in connection with the operation of any of the Buses by Lessee.

8. **Miscellaneous.**

(a) Notices. All notices provided for hereunder (including a notice of change of address) will be in writing, will be addressed in accordance with the information set forth in Exhibit C and will be deemed given (a) in the case of delivery by hand, when delivered by hand, (b) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, (c) in the case of a facsimile transmission, when received by recipient in legible form (with machine confirmation), or (d) in the case of delivery by certified mail with return receipt requested, upon the date of delivery indicated on the signed delivery receipt. Notices shall be sent to the following addresses:

(b) Assignment. Neither party hereto may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

(c) Amendment. This Agreement may be amended only by a written instrument executed by both parties hereto.

(d) Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

EXHIBIT 8

EXHIBIT 8

(e) Expenses. Except as otherwise explicitly provided herein, each party hereto shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the performance of its obligations hereunder.

(f) Entire Agreement. This Agreement, including the Schedules hereto, constitutes the entire agreement, and supersedes all prior agreements or understandings, whether written or oral, between the parties hereto with respect to the subject matter hereof.

(g) Successors; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

(h) Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties hereto shall use best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(i) Agency. This Agreement does not constitute either party as the agent or legal representative of the other. The relationship between Lessor and Lessee shall at all times be that of independent contractors and shall not create any relationship of partnership or joint venture. Neither party hereto shall have any authority to contract for or bind the other party in any manner whatsoever.

(j) Governing Law. This Agreement, its validity and enforcement, and all rights, obligations and performance hereunder (whether sounding in contract or tort) shall be governed, construed and interpreted by and under the laws of the State of New York, without reference to its conflict of laws rules.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which when read together shall constitute one and the same instrument.

EXHIBIT 8

EXHIBIT 8

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

International Bus Services, Inc.

By: 

Name: Tom Lewis

Title: President

Gray Line New York Tours, Inc.

By: 

Name: Tom Lewis

Title: President

Twin America, LLC

By: 

Name: Ross Kinnear

Title: Board Member

EXHIBIT 8

EXHIBIT 8

EXHIBIT A

The following buses shall be subject to this Lease Agreement:

**International Bus Services, Inc dba Gray Line New York Tours
Fleet Lease list for Twin America, LLC**

FA Equip. ID	Year	Make	Model	Vin #	Seats	License #	State	ADA	
17036	1997	MCI	102DL3	1M8PDMTA8VP049588	3	57	40276BA	NY	NO
17106	1998	MCI	102DL3	1M8PDMTA7WP050636	3	49	40277BA	NY	NO
27105	1998	MCI	102DL3	1M8PDMTA5WP050635	3	55	51023BA	NY	YES
27107	1998	MCI	102DL3	1M8PDMTA9WP050637	3	55	51022BA	NY	YES
301	1998	DBL	TROLLEY	4UZ62FAA1WC919961	3	28	39173BA	NY	YES
304	1997	DBL	TROLLEY	4UZ32FAC9VC833087	3	29	14579BA	NY	YES
305	1997	DBL	TROLLEY	4UZ32FAC0VC833088	3	28	14580BA	NY	YES
50953	1998	MCI	102DL3	1M8PDMPA5WP050953	3	55	49155BA	NY	YES
51163	1998	MCI	102DL3	1M8PDMPA3WP051163	3	55	46247BA	NY	NO
51189	1998	MCI	102DL3	1M8PDMPAXWP051189	3	49	44329BA	NY	NO
51236	1998	MCI	102DL3	1M8PDMPA2XP051236	3	55	44326BA	NY	NO
51245	1998	MCI	102DL3	1M8PDMPA3XP051245	3	55	49009BA	NY	NO
68743	2000	EDN	AEROTECH	1FDXE45FXHYHB68743	3	16	14549BA	NY	YES
71112	2000	MOL	TROLLEY	4UZABFHD4YCG66490	3	24	33235BA	NY	YES
71113	2000	MOL	TROLLEY	4UZABFHD6YCG66491	3	24	33224BA	NY	YES
71114	2000	MOL	TROLLEY	4UZABFHD8YCG66492	3	24	33220BA	NY	YES
71115	2000	MOL	TROLLEY	4UZABFHDXYCG66493	3	24	33218BA	NY	YES
71117	2000	MOL	TROLLEY	4UZABFHD3YCG66495	3	24	33240BA	NY	YES
71238	1986	LEY	OLYMPIAN	SBPONC3LIGLSBP080	3	82	15369BA	NY	NO
71239	1986	LEY	OLYMPIAN	SBPONC3L6GLSBP088	3	82	20627BA	NY	NO
71240	1986	LEY	OLYMPIAN	SBPONC3L9GLSBP084	3	82	20655BA	NY	NO
71241	1986	LEY	OLYMPIAN	SBPONC3L2GLSBP086	3	82	20654BA	NY	NO
71242	1986	LEY	OLYMPIAN	SBPONC3L9GLSBP087	3	82	15379BA	NY	NO
71243	1986	LEY	OLYMPIAN	SBPONC3L3GLSBP081	3	82	15368BA	NY	NO
71301	2001	ALE	DOUBLE DE	SFD125DL7YGT71209	3	85	12765BA	NY	YES
71303	2001	ALE	DOUBLE DE	SFD125DL0YGT71214	3	85	12767BA	NY	YES
71305	2001	ALE	DOUBLE DE	SFD125DLXYGT71205	3	85	12762BA	NY	YES
71306	2001	ALE	DOUBLE DE	SFD125DL1YGT71206	3	85	20508BA	NY	YES
71309	2001	ALE	DOUBLE DE	SFD125DL7YGT71212	3	85	20453BA	NY	YES
71310	2001	ALE	DOUBLE DE	SFD125DL9YGT71213	3	85	20596BA	NY	YES
71314	2001	ALE	DOUBLE DE	SFD125DL8YGT71221	3	85	20576BA	NY	YES
71317	2001	ALE	DOUBLE DE	SFD125DL3YGT71224	3	85	20593BA	NY	YES
71322	2001	ALE	DOUBLE DE	SFD125DL6YGT71220	3	85	20588BA	NY	YES
71323	2001	ALE	DOUBLE DE	SFD125DL1YGT71223	3	85	20599BA	NY	YES
71325	2001	ALE	DOUBLE DE	SFD125DL0YGT71228	3	85	20595BA	NY	YES
71326	2001	ALE	DOUBLE DE	SFD125DL9YGT71230	3	85	20594BA	NY	YES
71328	2001	ALE	DOUBLE DE	SFD125DL2YGT71232	3	85	20580BA	NY	YES
71329	2001	ALE	DOUBLE DE	SFD125DL4YGT71233	3	85	20582BA	NY	YES
71330	2001	ALE	DOUBLE DE	SFD125DL6YGT71234	3	85	20587BA	NY	YES
71333	2001	ALE	DOUBLE DE	SFD125DL01GT71279	3	85	20589BA	NY	YES
71334	2001	ALE	DOUBLE DE	SFD125DL71GT71280	3	85	20642BA	NY	YES

EXHIBIT 8

71335	2001	ALE	DOUBLE DE	SFD125DL91GT71283	3	85	20640BA	NY	YES
71336	2001	ALE	DOUBLE DE	SFD125DL41GT71284	3	85	20641BA	NY	YES
71340	2001	ALE	DOUBLE DE	SFD125DLX1GT71290	3	85	20665BA	NY	YES
71500	2004	ALE	ENVIRO 50	SFET112184GN11747	3	85	44276BA	NY	YES
71501	2004	ALE	ENVIRO 50	SFET112194GN11739	3	85	44285BA	NY	YES
71502	2004	ALE	ENVIRO 50	SFET112144GN11745	3	85	44277BA	NY	YES
71503	2004	ALE	ENVIRO 50	SFET1121X4GN11751	3	85	44278BA	NY	YES
71504	2004	ALE	ENVIRO 50	SFET112164GN11732	3	85	44279BA	NY	YES
71505	2004	ALE	ENVIRO 50	SFET112184GN11750	3	85	44288BA	NY	YES
71506	2004	ALE	ENVIRO 50	SFET1121X4GN11734	3	85	44301BA	NY	YES
71507	2004	ALE	ENVIRO 50	SFET112184GN11733	3	85	44302BA	NY	YES
71508	2004	ALE	ENVIRO 50	SFET112114GN11749	3	85	44284BA	NY	YES
71509	2004	ALE	ENVIRO 50	SFET112154GN11740	3	85	44303BA	NY	YES
71510	2004	ALE	ENVIRO 50	SFET112134GN11736	3	85	44304BA	NY	YES
71511	2004	ALE	ENVIRO 50	SFET112104GN11743	3	85	44305BA	NY	YES
71512	2004	ALE	ENVIRO 50	SFET112124GN11744	3	85	44300BA	NY	YES
71513	2004	ALE	ENVIRO 50	SFET112154GN11737	3	85	44286BA	NY	YES
71514	2004	ALE	ENVIRO 50	SFET112174GN11738	3	85	44287BA	NY	YES
71515	2004	ALE	ENVIRO 50	SFET112164GN11746	3	85	44289BA	NY	YES
71516	2004	ALE	ENVIRO 50	SFET1121X4GN11748	3	85	44283BA	NY	YES
71517	2004	ALE	ENVIRO 50	SFET112114GN11735	3	85	44282BA	NY	YES
71518	2004	ALE	ENVIRO 50	SFET112174GN11741	3	85	44281BA	NY	YES
71519	2004	ALE	ENVIRO 50	SFET112194GN11742	3	85	44280BA	NY	YES
71600	2006	ALE	ENVIRO 50	SFET112146GN11862	3	85	53914BA	NY	YES
71601	2006	ALE	ENVIRO 50	SFET112166GN11863	3	85	51098BA	NY	YES
71602	2006	ALE	ENVIRO 50	SFET112186GN11864	3	85	51099BA	NY	YES
71603	2006	ALE	ENVIRO 50	SFET1121X6GN11865	3	85	53913BA	NY	YES
71604	2006	ALE	ENVIRO 50	SFET112116GN11866	3	85	53912BA	NY	YES
71605	2006	ALE	ENVIRO 50	SFET112136GN11867	3	85	53911BA	NY	YES
71606	2006	ALE	ENVIRO 50	SFET112156GN11868	3	85	53910BA	NY	YES
71607	2006	ALE	ENVIRO 50	SFET112157GN11869	3	85	53915BA	NY	YES
71608	2006	ALE	ENVIRO 50	SFET112117GN11870	3	85	53916BA	NY	YES
71609	2006	ALE	ENVIRO 50	SFET112137GN11871	3	85	53921BA	NY	YES
71610	2006	ALE	ENVIRO 50	SFET112157GN11872	3	85	53917BA	NY	YES
71611	2006	ALE	ENVIRO 50	SFET112177GN11873	3	85	53923BA	NY	YES
71612	2006	ALE	ENVIRO 50	SFET112197GN11874	3	85	53922BA	NY	YES
71802	2004	DTD	VAN	WD5PD644245662580	3	9	44977LA	NY	NO
71803	2004	DTD	VAN	WD5PD644245662045	3	9	46943LA	NY	NO
71804	2004	DTD	VAN	WD5PD644045662044	3	9	46944LA	NY	NO
75768	1996	MCI	102D3	1M8SDMTA5TP048373	3	49	20652BA	NY	NO
75769	1996	MCI	102D3	1M8SDMTA9TP048375	3	49	20653BA	NY	NO
76056	1998	FRD	E350	1FBSS31F8WHB41503	3	11	21376BA	NY	NO

EXHIBIT 8

EXHIBIT 8

EXHIBIT D

NOTICES

Notices under this Lease Agreement shall be provided to the persons identified below for Lessor and Lessee:

Lessor:

International Bus Services, Inc / Gray Line New York Tours, Inc

By: 

Name: Tom Lewis

Title: President

Lessee:

Twin America, LLC

By: 

Name: Ross Kinnear

Title: Board Member

EXHIBIT 8

EXHIBIT 9



Department of State

Division of Corporations

Search Our Corporation and Business Entity Database

The information contained in this database is current through January 15, 2010.

The Corporation and Business Entity Database includes business and not for profit corporations, limited partnerships, limited liability companies and limited liability partnerships, as well as other miscellaneous businesses. This information is best viewed with Netscape Navigator 7.0 and above or Internet Explorer 6.0 and above. Please note that the database does not include corporate or other business entity assumed names filed pursuant to General Business Law, §130. Assumed name filings are filed and maintained by the Division of Corporations for corporations, limited liability companies and limited partnerships. Although maintained by the Division of Corporations, searches of records of assumed names used by corporations, limited liability companies and limited partnerships must be made by a written, faxed or e-mail request to the Division. All other entities such as general partnerships, sole proprietorships and limited liability partnerships file an assumed name certificate directly with the county clerk in each county in which the entity conducts or transacts business.

Every effort has been made to ensure that the information contained on this site is up to date and accurate. As the Department relies upon information provided to it, the information's completeness or accuracy cannot be guaranteed. If you have any questions about performing a search or the results you receive, please contact the NYS Department of State, Division of Corporations at (518) 473-2492, Monday - Friday, 8:30 a.m. - 4:30 p.m.

Revise Search Criteria Entity Name *	<input type="text" value="GRAYLINE NY TOUR INC"/>
Name Type *	<input type="text" value="All"/>
Search Type *	<input type="text" value="Begins With"/>

EXHIBIT 10

Sightseeing Joint Venture in New York

18/03/2009

Stagecoach Group plc ("the Group") is pleased to announce that today it entered into an agreement to create a new joint venture to operate the sightseeing services of the Group's Gray Line New York business and the business of CitySights NY.

The Group's North American Division operates a successful sightseeing business in New York City, trading as Gray Line New York. Gray Line New York operates double decker bus, motorcoach and trolley bus tours of New York City and the surrounding area as well as other related services.

The Group has agreed to enter into a joint venture with CitySights NY, which also operates sightseeing bus services in and around New York City.

The Group and CitySights NY will contribute vehicles, licenses and certain other assets to the Joint Venture. In return, the Group will hold 50% of the voting rights and 60% of the economic rights in the Joint Venture with CitySights NY holding the remaining voting rights and economic rights.

The Joint Venture, Twin America, LLC, is expected to commence trading from 31 March 2009.

The new Joint Venture will operate services under both the Gray Line and CitySights brands and will be the leading provider of sightseeing bus services in New York. A Board of Directors, including representatives from both shareholders, will oversee the Joint Venture. Mark Marmustein will be the Chief Executive Officer of the Joint Venture and will lead the day-to-day management of the business.

The Joint Venture will deliver a number of benefits:

- Customers will benefit from a good quality, high value, and better co-ordinated service with a range of products to choose from.
- A better co-ordinated service should reduce road congestion at certain points and enhance the value of the tours.
- The Joint Venture will benefit from cost savings and other synergies that arise from combining the two existing businesses to the extent permitted by existing contractual arrangements and other business considerations.

The gross assets that the Group will contribute to the Joint Venture had a net book value of US\$22.5m at 28 February 2009 and the gross assets that CitySights NY will contribute to the Joint Venture had a net book value of US\$6.1m at 28 February 2009. In addition, US\$45.1m of the Group's reported goodwill relates to Gray Line New York.

EXHIBIT 10

For the year ended 30 April 2008, Gray Line New York contributed US\$17.3m to the Group's operating profit. For the 12 months ended 31 January 2009, CitySights NY reported an operating profit of US\$8.7m. More recent trading in the New York sightseeing market has been adversely affected by poor economic conditions and a weaker tourist market characterised by reduced hotel occupancy rates and lower airline traffic.

The Group will present its 60% share of profit after tax from the Joint Venture in its consolidated income statement and the operating profit of the Group's North American Division will no longer include the operating profit of the Gray Line New York operations.

Brian Souter, Chief Executive, Stagecoach Group, said: "We are delighted to have created a partnership of two powerful brands that will be the leading provider of sightseeing services in New York.

"This new joint venture will allow us to deliver a more coordinated service to our customers, who will have access to a high-quality, good value range of sightseeing products. Both businesses will also benefit from a number of synergies, which will make our collective operations more efficient and give us a strong platform for the future."

For further information, please contact:

Stagecoach Group plc

www.stagecoachgroup.com

Martin Griffiths, Finance Director

01738 442111

Steven Stewart, Director of Corporate Communications

07764 774680

EXHIBIT 11

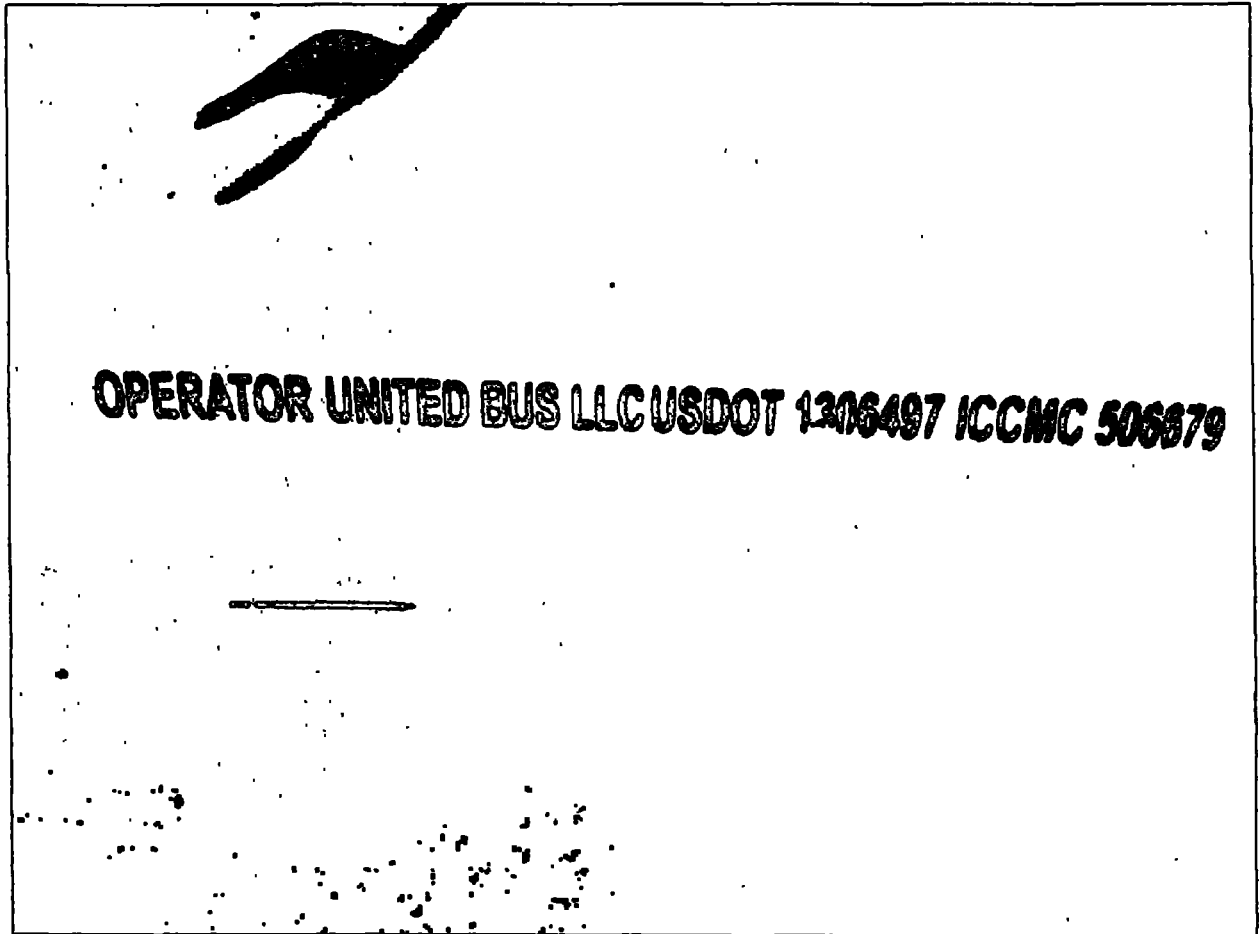


EXHIBIT 9



Department of State

Division of Corporations

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Revise Search Criteria Entity Name *

GRAYLINE NY TOUR, INC

Name Type *

All

Search Type *

Begins With

EXHIBIT 10

Stagecoach Limited (PLC) - 2009 News

18/03/2009

Stagecoach Group plc ("the Group") is pleased to announce that today it entered into an agreement to create a new joint venture to operate the sightseeing services of the Group's Gray Line New York business and the business of CitySights NY.

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EXHIBIT 10

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For further information, please contact:

Stagecoach Group plc

www.stagecoachgroup.com

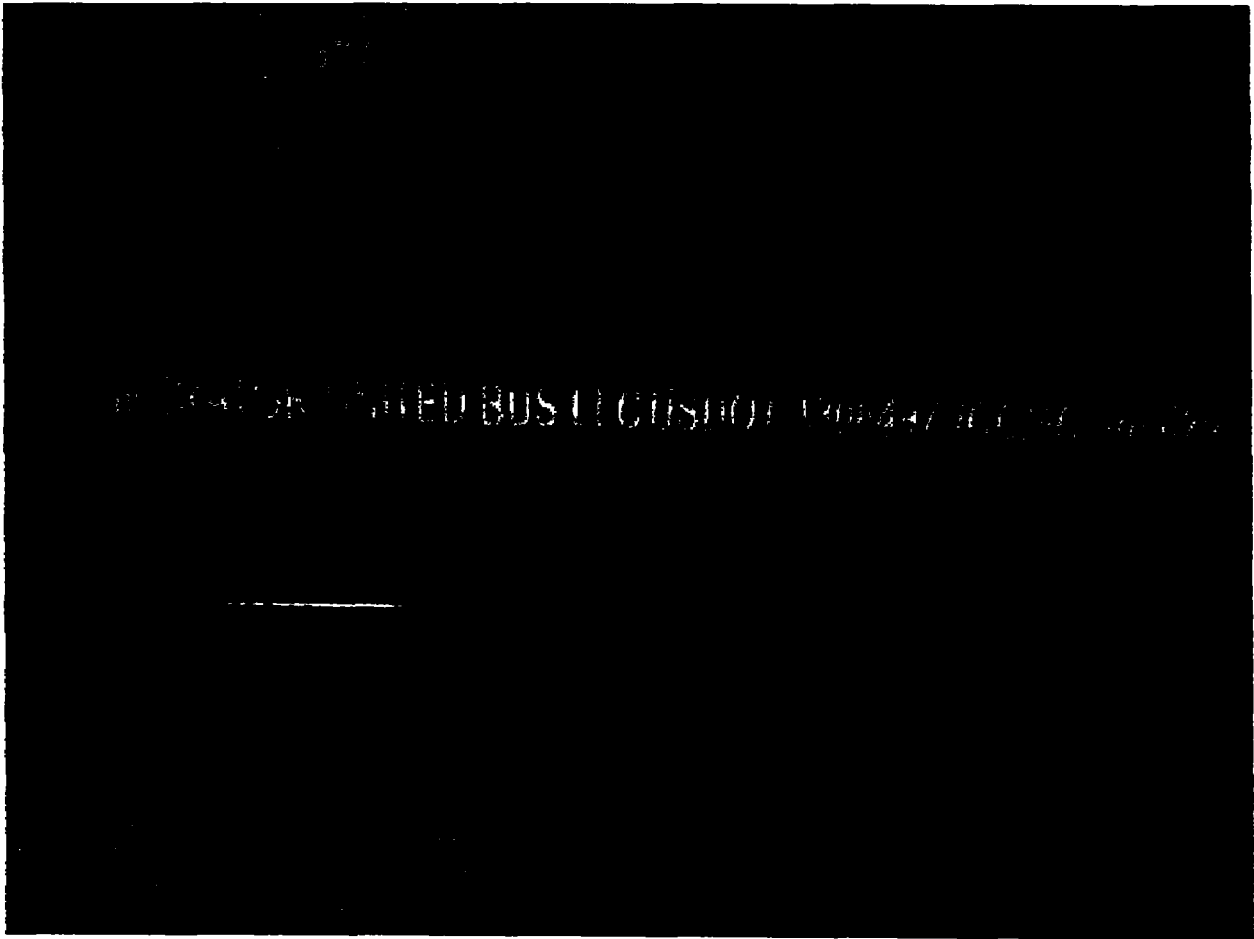
Martin Griffiths, Finance Director

01738 442111

Steven Stewart, Director of Corporate Communications

07764 774680

EXHIBIT 11



SPRING 08 HY

Route	In						End	Hrs
T1	745	800DT	1200DT				1430	6:45
T2	800	815DT	1215DT				1445	6:45
T3	815	830DT	1230DT				1500	6:45
T4	830	845DT	1245DT				1515	6:45
T5	845	900DT	1300DT				1530	6:45
T6	900	915DT	1315DT				1545	6:45
T7	745	800EXP	930DT	1330DT			1600	8:15
T8	930	945DT	1345DT				1615	6:45
T9	945	1000DT	1400DT				1630	6:45
T10	1000	1015DT	1415DT				1645	6:45
T11	1015	1030DT	1430DT				1700	6:45
T12	1030	1045DT	1445DT				1715	6:45
T13	1045	1100DT	1500DT	1900NL777			2100	10:15
T14	1100	1115DT	1515DT	1915NLTS			2115	10:15
T15	1115	1130DT	1530DT				1800	6:45
T16	1130	1145DT	1545DT				1815	6:45
T17	815	830UP	1100UP				1300	4:45
T18	830	845UP	1115UP				1315	4:45
T19	845	900UP	1130UP				1330	4:45
T20	900	915UP	1145UP				1345	4:45
T21	915	930UP	1200UP	1515DH	1600BPU		1730	8:15
T22	930	945UP	1215UP	1530UP			1730	8:00
T23	945	1000UP	1230UP	1545UP			1745	8:00
T24	1000	1015UP	1245UP	1600UP			1800	8:00
T25	1015	1030UP	1300UP	1615UP			1815	8:00
T26	1030	1045UP	1315UP	1545DH	1630BPU	1830NLTS	2030	10:00
T27	730	745PABT					1115	3:45
T28	1430	1445UP	1745DT				2015	5:45
T29	800	815PABT					1145	3:45
T30	1400	1415DH	1500BPU	1800NLTS			1000	6:00
T31	830	845PABT	1330UP	1630UP			1830	10:00
T32	900	915PABT	1345UP	1645UP			1845	9:45
T33	930	945PABT	1430UP	1730DT			2000	10:30
T34	1000	1015PABT	1500UP	1800DT			2030	10:30
T35	1030	1045PABT	1530DH	1545BPU	1815NLTS		2015	9:45
T36	1100	1115PABT	1645DT				1915	8:15
T37	1345	1400DH	1445BPU	1800NL777			2000	6:15
T38	845	900EX	1000BK	1300BK			1500	6:15
T39	1015	1030BK	1330BK	1600Boat			1730	7:15
T40	1045	1100BK	1400BK	1630Boat			1800	7:15
T41	1015	1030EXP	1130BK	1430BK	1700Boat		1830	8:15
T42	1145	1200BK	1500BK	1730Boat			1900	7:15
T43	1215	1230BK	1530BK	1800Boat			1930	7:15
T44	1500	1515DH	1600BK	1800BEXP	2015NLTS		2215	7:15
T45	930	1000Hist	1300Hist				1530	6:00
T46	1030	1100Hist	1400Hist				1630	6:00
T47	1130	1200Hist	1500Hist				1730	6:00
T48	1000	1030Cloisters					1730	7:30
T49	815	830EXP	1000SI	1315SI			1500	6:45
T50	1030	1130SI	1445SI	1615SI			1800	7:30

EXHIBIT 12

**GRAYLINE NY TOURS
MANPOWER ASSIGNMENT
SPRING 2009 (2)**

NYC	945	6.25	T41	1000DT	1240DT			1600
NYC	1000	6.5	T42	1020DT	1300DT			1620
NYC	1345	6	T44	1400DT	1700DT			1945
NYC	1400	6.25	T45	1420DT	1730DT			2015
NYC	1420	5.25	T46	1440DT	1730NL-777			1930
NYC	1445	6	T47	1500DT	1800DT			2045
NYC	1500	6	T48	1520DT	1900NL-T/S			2100
NYC	1520	6	T49	1540DT	1930NL-T/S			2120
NYC	1545	6	T50	1600DT	2000NL-777			2200
NYC	1600	6	T51	1620DT	2000NL-T/S			2200
NYC	1300	6.25	T52	1340dt	1640DT			1915
NYC	1745	5.25	T53	1800NL-T/S	2000NL-41ST			2300
NYC	1125	6.25	T54	1140BKLYN	1340BKLYN	1540BKLYN	MON-FRI	1710
NYC	1130	6	T55	1200BKLYN	1400BKLYN	1600BKLYN	Mon-Fri	1730
NYC	1200	5.5	T56	1220bklyn	1420bklyn	1600boat	Mon-fri	1730
NYC	1225	5.5	T57	1240BKLYN	1440bklyn	1630boat	mon-fri	1800
NYC	1245	5	T58	1300bklyn	1500bklyn	1645boat	mon-fri	1825
NYC	1600	7	T59	1640UP	1800NL-41ST	xtra		2215
NYC	1645	6	T60	1700-B/P	1900NL-41ST	xtra		2245
NYC	945	7.5	T61	1000BK	1140bklyn	1340bklyn	1540bklyn sat-sun	1710
NYC	1000	6.25	T62	1020bklyn	1200bklyn	1400bklyn	1600bklyn sat-sun	1730
NYC	1025	5.25	T63	1040bklyn	1220bklyn	1420bklyn	Sat Sun	1600
NYC	1045	5.5	T64	1100bklyn	1240bklyn	1440bklyn	Sat-Sun	1625
NYC	1100	5.5	T65	1120bklyn	1300bklyn	1500bklyn	Sat-Sun	1630
NYC	1800	5	T66	1815DT	2100-NL-T/S			2300
NYC	900	5.5	T67	ML	China			1430
NYC	900	5.5	T68	ML	Japan			1430
NYC	900	5.5	T69	ML	Koren			1430

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**GRAYLINE NY TOURS
MANPOWER ASSIGNMENT
SPRING 2009 (2)**

LOC	START	HRS	BID #		ASSN 2	ASSN 3	ASSN 4	TRIP END
HOB	800	8.5	T6	MC-1	RETURN-	PAX		1630
HOB	800	8.5	T7	MC-2				1630
HOB	900	5.5	T8	ML	F/G			1430
HOB	900	5.5	T9	ML	S/I			1430
NYC	715	6.25	T15	CBS/30T/S	915PLAZA	1030EXP		1300
NYC	730	6.25	T16	745PABT	1100dt			1345
NYC	800	6.25	T17	815PABT	1120dt			1415
NYC	830	6.25	T18	845PABT	1240UP			1445
NYC	900	6.25	T19	915PABT	1220DT			1515
NYC	745	5.25	T20	800EXP	945PABT			1300
NYC	1000	6.25	T21	1015PABT	1320dt			1615
NYC	8.25	5.5	T22	830EXP	1045PABT			1345
NYC	845	5.25	T23	900EXP	1100PABT			1400
NYC	825	7	T24	830UP	1040UP	1320UP		1520
NYC	845	7	T25	900UP	1100UP	1340UP		1545
NYC	900	7	T26	920UP	1120UP	1400UP		1600
NYC	925	7	T27	940UP	1140UP	1420UP		1620
NYC	945	7	T28	1000UP	1200UP	1440UP		1640
NYC	1000	7	T29	1020UP	1220UP	1500UP		1700
NYC	1245	7.25	T30	1300UP	1520UP	1800NL-777		2000
NYC	1400	7	T31	1420UP	1620UP	1900NL-777		2100
NYC	1525	7.25	T32	1540UP	1830NL-777	2030NL-T/S		2230
NYC	1545	7.25	T33	1600UP	1830NL-T/S	2100NL-T/S		2300
NYC	1645	6.75	T34	1700UP	1930NL-777	2130NL-T/S		2330
NYC	745	6.25	T35	800DT	1040DT			1400
NYC	800	6.5	T36	820DT	FLOATER			1420
NYC	820	6	T37	840DT	1140DT			1440
NYC	845	6.25	T38	900DT	FLOATER			1500
NYC	900	6.5	T39	920DT	1200dt			1520
NYC	920	6	T40	940DT	FLOATER			1540

Spring 09

20

T51	815	900MC					1630	8:15
T52	900	930I/S					1430	5:30
T53	900	930F/G					1430	5:30
T54	900	930China					1430	5:30
T55	900	930Japan					1430	5:30
T56	900	930Koren					1430	5:30
T57	1045	1100TS	Floater				1745	7:00
T58	1215	1230TS	Floater				1800	7:00
T59	1115	1130TS	Floater				1815	7:00
T60	1245	1300TS	Floater				1830	7:00
T61	1145	1200TS	Floater				1845	7:00
T62	1315	1330TS	Floater				1900	7:00
T63	930	945SIT					1530	6:00
T64	1545	1600DH	1645BPU	1845NLTS			2045	5:00
T65	1645	1700UP	1930NLTS				2130	4:45
T66	1545	1600DT	1930NL777				2130	5:45
T67	1600	1615DT	1945NLTS				2145	5:45
T68	1745	1800NLTS	2030NLTS				2230	4:45
T69	1615	1630DT	2000NLTS				2200	5:45
T70	1430	1445DH	1530BPU	1830NL777			2030	6:00
T71	1445	1500DH	1545BPU	1900NLTS			2100	6:15
T72	1345	1400UP	1700DT				1930	5:45
T73	1400	1415UP	1715DT				1945	5:45
T74	1500	1515UP	1815DT				2045	5:45

Sm

6 300 a/c
13 1000 a/c

28 3 trips

38 3 trips

47 3 trips

58 3 trips

61 3 trips

66 3 trips

67 3 trips

78 3 trips

88 3 trips

98 3 trips

108 3 trips

Sc

5 early am

14 early am

19 11:30 am

24 2:00 pm

29 11:30 am

45 3 trips

51 3 trips

52 3 trips

57 3 trips

62 3 trips

67 3 trips

72 3 trips

77 3 trips

EXHIBIT 12

GT NC

EXHIBIT 13

Staff:

Jacoby Clarke

Legislative Counsel

Phil Hom

Legislative Counsel

Danish Butwick

Legislative Policy Analyst



THE COUNCIL

REPORT OF THE GOVERNMENTAL AFFAIRS AND HUMAN SERVICES DIVISIONS

Robert Newman, Legislative Director

Alix Fustilak, Deputy Director

Terzah Nasser, Deputy Director

COMMITTEE ON CONSUMER AFFAIRS

Leroy Comrie, Chair

COMMITTEE ON TRANSPORTATION

John Liu, Chair

September 21, 2009

Oversight: Sight-Seeing Buses in New York City

INTRODUCTORY BILL NO. 742

By Council Members Gerson, Brewer,
James, Liu, Palma, Barron and Lappin

TITLE

A Local Law to amend the administrative
code of the city of New York, in relation to
sound reproductive devices on sight-seeing
buses.

EXHIBIT 13

INTRODUCTORY BILL NO. 836:

By Council Members Gerson, Brewer,
James, Mealy, Sanders Jr., Stewart, Weprin,
Lappin and Barron.

TITLE:

A Local Law to amend the administrative
code of the city of New York, in relation to
requiring sight-seeing buses to submit
operation plans.

INTRODUCTORY BILL NO. 1066:

By Council Members Lappin, Brewer,
Cornie, Gerson, James, Stewart and Nelson.

TITLE:

A Local Law to amend the administrative
code of the city of New York, in relation to
allocation of bus stops to private bus
companies.

I. INTRODUCTION

On Monday, September 21, 2009, the Committee on Consumer Affairs, chaired
by Council Member Leroy G. Cornie, Jr., and the Committee on Transportation, chaired
by Council Member John C. Liu, will conduct their first hearing on Introductory Bill 742
("Intro. 742"), a Local Law to amend the administrative code of the city of New York, in
relation to sound-reproductive devices on sight-seeing buses; Introductory Bill 836

("Intro. 836"), a Local Law to amend the administrative code of the city of New York, in
relation to requiring sight-seeing buses to submit operation plans; and Introductory Bill

1066 ("Intro 1066"), a Local Law to amend the administrative code of the city of New
York, in relation to allocation of bus stops to private bus companies. Those invited to
attend include the Department of Consumer Affairs, the Department of Transportation,
representatives from the tour bus industry, neighborhood advocacy groups, various
chambers of commerce, and other interested parties.

II. BACKGROUND

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New York City has long benefited from its status as one of the world's most popular tourist destinations. Many industries, including hotels, restaurants, entertainment venues, museums, bars, night clubs, and guided tours, have built their fortunes on the undeniable draw of the Big Apple. In 2007, the most recent year for which complete statistics on tourism in New York City are available, visitors to the five boroughs spent \$28.85 billion dollars and paid \$6.45 billion in taxes.¹ That year, tourism also supported 153,536 jobs in the city and contributed to \$1.7 billion dollars in wages.² Fortunately for many, tourism has experienced an upward trend in New York since 2001³ and in 2008, reached an all-time high of 47 million visitors and accounted for \$30 billion in visitor spending.⁴

One obvious beneficiary of the increase in tourism in New York over the past decade is the sight-seeing industry. According to the Department of Consumer Affairs, there are currently 12 licensed sight-seeing companies operating approximately 250 buses in New York City. Given that a significant percentage of motorcoach companies nationally offer tourism-related services, it is not surprising that they, too, have also enjoyed a great deal of financial success. In 2007, for example, sales of scenic and sight-seeing services by motorcoach companies totaled nearly \$3 billion.⁵

Despite their growing popularity with visitors to New York City and the revenue they generate within the city, however, sight-seeing buses have also been a nuisance in

¹ NYC Statistics, NYC & Company, Available at www.nycgo.com/enr/view_article&id=78912, Accessed on September 10, 2009.

² NYC Stats, NYC & Company, Available at www.nycgo.com/enr/view_article&id=78910, Accessed on September 10, 2009.

³ Bourquin, P., "Motorcoach Census 2008," Nathan Associates Inc., December 8, 2008, at 6.

⁴ Damuth, R., "The Economic Impacts and Social Benefits of the U.S. Motorcoach Industry," Nathan Associates, Inc., December 2008, at 13.

⁵ *Id.*

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lives of many locals since they were first introduced in the early 1990s. In 1997,

double-decker sight-seeing buses received negative attention in the press when several

Hell's Kitchen residents complained vocally about noise produced by the idling buses

and their loudspeakers at a nearby rest area.¹⁰ Noise pollution continues to be a nuisance

in neighborhoods such as the West Village, where in 2008 residents forced Gray Line

New York Sightseeing and CitySights NY, two of the city's biggest tour bus companies,

to abstain from using the public address system on Bleecker Street. Sight-seeing

buses have also been faulted for their contribution to air pollution. According to a 1999

report published by the Northeast Advanced Vehicle Consortium, double-decker tour

buses release up to six times as much diesel pollution as city buses.¹¹ As of 2008, many

such buses in the city had yet to comply with a 2005 local law requiring cleaner

emissions. One of the most enduring complaints about sight-seeing buses in New York

City, however, is their impact on congestion. Three years after their introduction in the

United States, double-decker sight-seeing buses had already earned the disapproval of

many of the city's cultural landmarks, including Rockefeller Center and the

Metropolitan Museum of Art, because of their impact on traffic in the area. Residents of

the city have also complained about tour buses' impact on neighborhood traffic, claiming

that they exacerbate the congestion by blocking access to and on side streets.¹²

III. CURRENT REGULATION OF BUSES IN NEW YORK CITY

¹⁰ Kirby, D., "Neighborhood Report: Hell's Kitchen: Fighting Tour Buses, Poles May Be Worth It,"

Postcard, N.Y. Times, November 16, 1997.

¹¹ Mindlin, A., "The Sound and the Fury," *N.Y. Times*, February 17, 2006, at 2.

¹² Montefinno, A., "Tour de Fury: Bus Firms Flout Emission Laws," *N.Y. Post*, October 12, 2008, at 2.

¹³ Jacob, T., "Largest Empire's Double-Decker" *REVIEW*, *N.Y. Times*, June 27, 1998, at B1.

¹⁴ Kirby, D., "The Tourist Trap: With All Those Visitors Trampling the Welcome Mat, Can New York City Hold Its Own for Everyone?" *N.Y. Times*, September 27, 1998.

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Sight-seeing buses in New York City are licensed by the Department of Consumer Affairs (DCA). Pursuant to Subchapter 21 of Chapter 2 of Title 20 of the Administrative Code, a sight-seeing bus must be licensed in order to operate in New York City; the license is granted to the owner of the bus. Section 20-372(4) of the Administrative Code defines a "sight-seeing bus" as

A motor vehicle designated to comfortably seat and carry eight or more passengers operating for hire from a fixed point in the city of New York to a place or places of interest or amusements, and shall also include a vehicle, designed as aforesaid which by oral or written contract is let and hired or otherwise engaged for its exclusive use for a specific or special trip or excursion from a starting point within the city of New York.¹⁴

There are no limits on the number of sight-seeing buses that may receive DCA licenses, but each bus must conform to specific emission standards as set forth by the Clean Air Act¹⁵ and is required to be inspected regularly to ensure compliance.¹⁶

Although the DOT is not directly involved in the regulation of sight-seeing buses, the City Charter charges the DOT with the general authority to make rules and regulations for the conduct of vehicular traffic on City streets. Using this authority, DOT has established some pick-up and drop-off zones for certain private buses and restricts their operation on certain streets.¹⁸ DOT also currently assigns bus stops under its authority to install signs to regulate vehicles.¹⁹ DOT generally creates bus stops for buses operated by the MTA, but has also assigned bus stops to private bus companies, including sightseeing bus companies and interstate bus companies.

¹⁴ NYC Ad Code §20-372(4)

¹⁵ NYC Ad Code §20-376

¹⁶ NYC Ad Code §20-378

¹⁸ New York City Charter §2903

¹⁹ Information retrieved from <http://www.nyc.gov/html/dot/html/arr/bus/bushiml.htm> on Sept. 16, 2009.

New York City Charter §2903

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IV. INTRODUCTORY BILLS

A. Int. 742 - A Local Law to amend the administrative code of the city of New York, in relation to sound reproduction devices on sight-seeing buses.

Intro. 742 would prohibit the grant of a sight-seeing bus license to any bus that does not use closed-circuit sound reproduction. Specifically, any bus seeking a license would be required to use headphones or similar devices to ensure that the tour guide's voice is only audible to those on the bus and cannot be heard by those on the sidewalk and in nearby buildings. Buses with enclosed upper decks or windows that stay closed all times would be exempt from this requirement.

B. Int. 846 - A Local Law to amend the administrative code of the city of New York in relation to requiring sight-seeing buses to submit operation plans.

Intro. 846 would require an applicants for a sight-seeing bus license or license renewal to submit a plan with proposed routes, days and times for operation of the bus to the commissioner. The commissioner would be required to forward this plan within five days of receipt to the affected community board(s) and council member(s) in whose district the bus would operate. The community board and council member would then have five days to submit comments to the commissioner on the proposed plan. In determining whether to grant or renew a sight-seeing bus license, the commissioner would be required to consider the impact of the proposed plan on traffic and public safety and the number of other buses currently operating along the same route. The commissioner would have the power to amend a bus's proposed plan prior to granting or renewing a license to avoid any potential

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direct impacts on traffic, public safety or other factors. A licensed sight-seeing bus would be required to operate under its plan as amended. A licensee who violates the terms of its operating plan would be fined between \$500 and \$1000 for each offense. The commissioner would be prohibited from renewing the license of any sight-seeing bus with any outstanding fines.

C. Int. 1066: A Local law to amend the administrative code of the city of New York, in relation to allocation of bus stops to private bus companies

Section one of Int. No. 1066 would amend chapter one of title 19 of the administrative code of the City of New York by adding a new section 19-175.2 entitled "Bus stops." Subdivision a of new section 19-175.2 would define the term "affected council member and community board," to mean the council member and community board in whose respective district(s) the Department of Transportation ("DOT") is proposing to authorize the use of a bus stop by a private bus company.

Subdivision b of new section 19-175.2 would provide that thirty days before DOT authorizes a private bus company to use a bus stop, it shall submit the plan authorizing such use to the New York City Department of Consumer Affairs ("DCA"), the New York State Metropolitan Transportation Authority ("MTA"), the affected council member and community board. Subdivision c would provide that the DCA, MTA, affected council member and community board, have ten days from receipt of such plan to forward comments to DOT on such plan.

Subdivision d of new section 19-175.2 would provide that after receipt of comments, if any, from the DCA, MTA, affected council member and community board,

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DOT shall consider such comments and may incorporate changes, where appropriate, into its plan to assign a bus stop to a private bus company. Subdivision e would provide that DOT shall either forward an amended bus stop plan or notice that it will proceed with its original bus stop plan to DCA, the MTA and affected council member and community board at least ten days before it implements such bus stop plan. Section two of Int. No. 1066 would provide that this local law shall take effect immediately after it is enacted into law.

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<http://www.stagecoachgroup.com/scg/media/press/pr2009/2009-12-09/2009-12-09.pdf>

6 months to 31 October 2009				6 months to 31 October 2008		
Revenue	Operating profit	Operating margin		Revenue	Operating profit	Operating margin
US\$m	US\$m	%		US\$m	US\$m	%
Wholly-owned, excluding megabus.com	201.3	14.6	7.3%	267.7	38.0	14.2%
Share of Twin America	41.0	12.8	31.2%	Nil	Nil	n/a
Total excl. megabus.com	242.3	27.4	11.3%	267.7	38.0	14.2%
megabus.com	20.1	(1.1)	(5.5)%	15.4	(0.8)	(5.2)%
Total	262.4	26.3	10.0%	283.1	37.2	13.1%

AGREEMENT
BETWEEN

UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 1212,
(the "Union")

AND

JAD TRANSPORTATION, INC.
(the "Employer")

May 20, 2008 to May 19, 2011

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AGREEMENT, made this 20th day of May 2008, by and between UNITED SERVICE WORKERS UNION, IUJAT, LOCAL 1212, its affiliates, assigns, and successors, having its principal office at 138-50 Queens Boulevard, Briarwood, New York 11435 (hereinafter called the "Union"), acting for and on behalf of itself and the employees covered by this Agreement, now employed or hereafter to be employed by the Employer and

JAD TRANSPORTATION, INC.
4725 27th STREET
LONG ISLAND CITY, NEW YORK 11101

(hereinafter called the "Employer").

WITNESSETH:

In consideration of the mutual covenants, provisions and conditions of this Agreement and other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND COVERAGE

Section 1 – Recognition

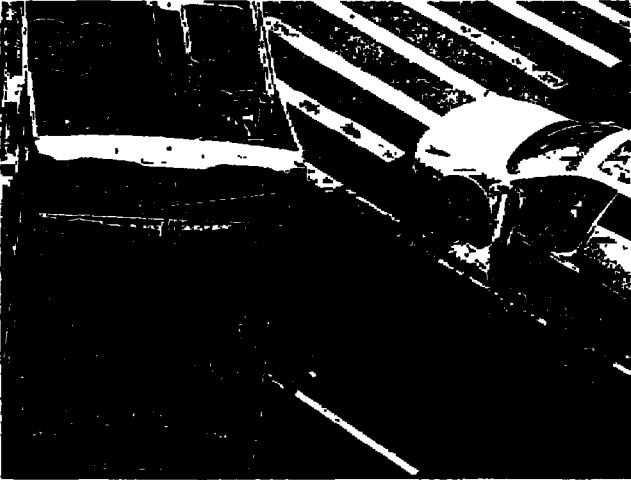
The Union represents that it has been designated by the majority of the employer's employees in the bargaining unit, hereafter described as the collective bargaining agent of said employees, and has exhibited to the employer, collective bargaining authorization signed by a majority of such present employees of the Employer.

Section 2 - Coverage

The Employer recognizes the Union as the duly authorized representative and exclusive bargaining agent for **All Full Time & Part Time Drivers, Ticket Agents & Tour Guides**. A Full Time Driver, Ticket Agent, and Tour Guide is defined as any employee who is scheduled and works more than 35 hours per week. Part-time employees are defined as employees who work 24 to 35 hours per week.

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EXHIBIT 16



SEAN BLOCH

A passerby tries to comfort a woman who was run over and pinned by a double-deck tour bus in Midtown.

Photos: Tour bus terror

Alrashied was wedged face down under the frame of the Gray Line bus -- which had been turning left onto East 42nd Street -- between the front and back wheels. Her sunglasses were thrown a few feet and she was clutching her gold purse as she grimaced in pain just feet from the crosswalk. Passers-by raced to her aide as the 20 horrified sightseers aboard the bus looked on. One Samaritan offered comfort to Alrashied.

"He was attentive to her," said Bloch, of the man who knelt by the woman's side and placed a reassuring hand on her shoulder.